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15. ***General Conditions of Sale*** The following *Conditions of Sale* shall apply to any product sold on this website. These *Conditions of Sale* constitute a complete and exclusive statement of the agreement and understanding between you and 37Celsius with respect to the subject matter hereof.

- The goods and services delivered under this Agreement shall be of normal industrial quality unless herein specifically stated to the contrary. Any description of such goods and services has been given by way of identification only and the giving or use of such description shall not constitute any sale hereunder a sale by description.
- The products available on the website for sale under these *Conditions of Sale* are only available for sale to individuals who can make legally binding contracts. The products are not available to persons under the age of 18 years nor any other person legally prohibited from entering into a binding contract. By placing your order you are verifying to 37Celsius that you are able to make a legally binding contract.
- Your order is an offer by you to purchase a particular product for the price (including the delivery and other charges and taxes) specified on the website at the time of offer and shall be understood to be placed under these *Conditions of Sale*.
- These *Conditions of Sale* may change from time to time and you are required within reason to revisit these before placing your order to ensure that these *Conditions of Sale* have not changed.
- 37Celsius reserves the right to accept or reject your offer for any reason, including, without limitation, an error in the product description or the price posted on the website, the availability of the product, or an error in your order. Your contract with 37Celsius only comes into existence when 37Celsius forwards you an email containing confirmation of receipt of your order, an acceptance of your order, confirmation of receipt of your payment and details of likely delivery.
- This contract shall be governed by and construed in accordance with the law in effect in the State of Victoria and by entering into contract both parties are accepting the jurisdiction of the courts of the State of in relation to any dispute between them.
- You shall inspect the goods/services immediately upon their arrival and shall within seven (7) days give notice to 37Celsius if the goods/services are not in accordance with specified requirements. If you fail to give such notice, the goods/services shall be deemed to be in all respects in accordance with the specified requirements. No claim shall be recognised unless made in writing and received by 37Celsius within seven (7) days after receipt of goods/services by you. The total amount of any claim shall not exceed the actual invoice value of the goods/services claimed to be faulty.
- Ownership and property in the goods/services supplied/delivered shall pass from 37Celsius to you when 37Celsius accepts your offer and assigns product in 37Celsius Risk passes to you upon delivery to your organisation or business.

- 37Celsius shall not be responsible for non-delivery or delay in delivery of any goods/services caused by *force majeure* and you and 37Celsius shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented by *force majeure*. If your need for the goods/services is reduced or suspended as a result of *force majeure*, and notification is within reasonable time of acceptance of the Order and prior to transfer of ownership, you shall be entitled to terminate the agreement. For the purpose of this commitment *force majeure* shall include but is not limited to natural disasters, civil disasters, political event, change of legal/political environment, business disruption, accidents, earthquake, flood, hurricane or typhoon, tornado, tsunami, volcanic eruption, wildfire/bushfire, landslide or avalanche, fire, flood, storm, earthquake, terrorist acts, revolt, war, financial markets disturbances, changes of regime or tax or regulatory authority, energy failure, external telecommunications failure, and/or failure of transport systems.
- You assume all risks and liabilities for consequences arising from the use of the goods/services whether singly or in combination with other goods/services and indemnify 37Celsius in respect of any such use. 37Celsius is not liable for any infringement of patent rights arising out of the use of such goods/services by you or your instructions, expressed or implied, and it is your responsibility of to ensure that the goods/services when used by you are not damaged and no liability will be accepted by 37Celsius for the consequences of the use of damaged goods by you.
- Nothing in these *Conditions of Sale* is intended to exclude, restrict, or modify any statutory obligation of 37Celsius implied by the *Goods Act, 1958*.